SECTION 6

OTTER TAIL POWER COMPANY Fergus Falls, Minnesota

Section No. 6 1st Revised Sheet No. 1 Cancelling Original Sheet No. 1

1 3

0 4 4 0000

STANDARD CUSTOMER BILL FORM

OTTERTAIL

MACHINE BILLED

PO BON 70 1910 aTH ST N WAIDETON ND 580-4-00-0

Libble Lebil all all and broad about the label and broad and broad

Account Number: | 017156

Due Date: Apr 27, 1993

Service Location:

\$235.16 Amount Due: |

Please return this stub with your payment. If paying in person, bring the entire bill,

06 - 03 - 039

\$235.16

Status of Your Account

OTTER TAIL

Account Number:

017156

We're here to answer any questions, concerns, or complaints you might have about your bill. Call us at 701-642-6684, or toll-free at 1-800-362-0407. Visit or write our office at PO BOX 70

1910 4TH ST N

Billing Date: Apr 05, 1993

Amount Due:

\$235.16

WAHPETON ND 5807+-0070

Account Detail

1. General Service

03/31/93 Reading 03/01/93 Reading 759

Multiplier 40.000 X 85 Kilowan Hours Used 3400

2 0 kw at 2.15 Bill Demand is 4.30 12.0 kw Customer Charge 10.30 kwh at .08275 E2.75

1000 kwh at .07141 71.41 400 kwh at .05237 20. 95 1000 kwh at .04268 42, 68

> Total:(1) Limit or spread your load 'Maximum Demand for a smaller bill. Kwh in excess of '200 x your max dem' are at this price.

2. Other Charges/Credits

Energy Adjustment 3400 kwh @ -.00058 Sales Tax

1. 9703 S. 04

Total:(2) Current Billing:

235, 16

More account information on back

Date Filed: May 19, 1993

June 30, 1993 Effective Date:

Order Date: June 30, 1993 Docket No.: EL93-014

Jay D. Myster, Corporate Secretary

UTTER TALL PUWER COMPANY Fergus Falls, Minnesota

Section No. 0 1st Revised Sheet No. 2 Cancelling Original Sheet No. 2

7 23 1

0 4 4 5000

STANDARD CUSTOMER BILL FORM

OTTER TAIL

MANUAL BILL FOR LARGE CUSTOMERS PO 30X 70 1910 aTH ST N W.UIPETON ND 580-4-00-0

Account Number: 017156

Service Location:

Due Date: [ADF 27, 1993 Amount Duc: |

\$235.16

Please return this stub with your payment. If paying in person, bring the entire bill.

06 - 03 - 039

S235.15

Status of Your Account

OTTERTAIL

017158-8

Account Number | 017156

We're here to answer any questions concerns. or completely you might have about your oil Call us at 701-642-6684, or toil-free at 1-800-362-040". Visit or write our office at PO BOX TO

1910 4TH ST N

Billing Date: Apr C6, 1993

Amount Duct

\$235.16

WAHPETON ND 55074-0070

Account	Detail
1. Genera	il Service

ice. 03/31/93 Reading

03/01/93 Reading

Multiplier 40.000 X 85 Kilowan Hours Used

20 km at 2.15 4, 30 Bill Demand is Customer Charge 12 0 KW 10 30 000 kwb at .08275 12.75

:000 kwh at .07141 kwh 21 .0523 20.95 1000 kwb at .04268 42, 68

Total:(1) Limit or spread your load Maximum Demand for a smaller bill. Kwh in excess of 200 x your max dem' are at this low price. 2. Other Charges/Credits

Energy Adjustment 3400 kwh 2 -.00058 Sales Tax

1, 9703 9 04

Total:(2) Current Billing:

235 16

More account information on back

Date Filed: May 19, 1993

3400

Effective Date: June 30, 1993

Order Date: June 30, 1993 Docket No.: EL93-014

Jay D. Myster, Corporate Secretary

078-0076

0914

READY CHECK FORM

YOUR OTTER TAIL POWER OFFICE PO BOX 392 MILBANK SD 57252-0392 MILBANK SD 57252-0392 PHONE NO. 605-432-4579 CHARGE TO THE ACCOUNT OF HENRIETTA N. THOMPSON 406 S 6TH ST MILBANK SD 57252-2525

0230129250/

OTTER TAIL POWER COMPANY PAY TO THE ORDER OF FERGUS FALLS, MN.

DRAWEE BANK NORWEST BANK -S.D. NATIONAL ASSOC. MILBANK SD

DIRECT REQUESTS FOR CUSTOMER INFORMATION TO THE OFFICE LISTED

TO THE OTTICE BID		
METER READING KILCWATT	DESCRIPTION	TAUOMA
PRESENT PREVIOUS HOUR USE	Land to the first of the second secon	
14 07 002227 5 2 40	YOUR SERVICE ADDRESS SILL DATE 051193	HUCMA JATOT

110914007611 0230129250#

(The endorsement section will be on the reverse side of the Ready Check Form)

FOR DEPOSIT ONLY TO THE CRIEDIF OF OTTER TAIL POWER COMPANY BANK NATIONAL ASSOCIATION 332 MINNESOTA ST. ST. PAUL, MN 55101 guarantaged by Ottor Tall Power Company. FIRST

This payment has tween authorized by your deponden and

Date Filed: May 19, 1993

Effective Date: June 30, 1993 Order Date: June 30, 1993

Docket No.: EL93-014

Section No. 6 1st Revised Sheet No. 4 Cancelling Original Sheet No. 4

CUSTOMER DEPOSIT RECEIPT

PRESERVE THIS RECEIPT. ITS SURRENDER WILL AID YOU IN OBTAINING A REFUND THIS RECEIPT IS NOT TRANSFERABLE

Nº 148151 Otter Tail

	Town		Date	19
Received of				
			Sollars	(3)
annum until service is disconti the depositor when the service	nued or disconnected for non-payment	of bilis due to t in-payment of bil	n interest in accordance with applicable he company, but not thereafter, and will it is due the company provided all obligation townt.	be repaid with interest to
	This Receip	pt is not Tran	sferable	
Service Address			OTTER TAIL POWER (COMPANY,
Account No.			WHITE - Original - Customer Copy YELLOW - Office Copy PINK - Office Copy GOLD - Remains in Book	У
OTP Form 722 - Rev. 1/88			PRESS FIRMLY WHEN WRITING	- FOUR COPIES

Effective Date: June 30, 1993 Date Filed: May 19, 1993

REFUND RECEIPT - ORIGINAL NOT PRESENTED

NAME TOWN CREDII					0	н		? .	D	Ē	?		.S .ED	Ā	T CCT ADD HI	N RE	SS	U	น	_			: S		0	3	, D /		
DEPOS: DEPOS: DEPOS:	ΙT	Č₩				-		DATE DATE						A	/HT /HT /HT														
REFUN					•		D	ATE		/	,	/		CF	нЕСК	N	10		T 11	·		7. 1:	.	Υ			,	,	,
MAILI							c	. ד - ר											ME FI LE	T 8 N 4 S 5	ER AL S [10 18 15 18)T [[[-	TE S		/	-	
COMME	COL) t	: =	- /	10.	٥	TOI											UH	_,	~ I Y C	- :-						•	

Effective Date: June 30, 1993 Date Filed: May 19, 1993

LOCAL SERVICE ORDER

CIS250)*** M I S C	ELLA	N E O U	s s	ERVI	CE ORD) E R * * *
ASSIGNED TO:			SE!	RVICE ORD	ER NUMBER	
ACCOUNT NO. READING SEQ	CYCLE	ОЯ	UTE	ACCO	UNT NAME:	
SERVICE A				MAIL	ING ADDRESS	5
	•					
COMPLETE ORDER EY						
COMMENTS:						
			KTR SEQ	METER NUMBER	METER STATUS	METER LOC.
ORDER REQUESTED :				D	ATE:	TIME

SIGNED		_ DATE			•	
(ADDITIONAL COMM	ENTS USE	REVERSE	SIDE)			

Effective Date: June 30, 1993 Date Filed: May 19, 1993

Order Date: June 30, 1993 Docket No.: EL93-014

ENTERED TO COMMENTS OF ACCOUNT BY ______ LATE ____

Section No. 6 1st Revised Sheet No. 7 Cancelling Original Sheet No. 7 & Canc. Orig. Sheet #28, Section #5

RURAL	
THREE-PHASE ELECTRIC SERVICE AGREEMENT	arnoton)
(One-Year Development Period, Plus Three-Year Minimum Gu THIS AGREEMENT, Made this day of 19	aranice)
OTTER TAIL POWER COMPANY, a Minnesota corporation, hereinalter referre	d to as "Offer Tail," and
nereinafic	r called the "Customer":
WHEREAS. The Customer, who is now receiving single-phase electric service	at 120-240 volts for usc
at the Customer's farm located in quarter of S	ection
at the Customer's farm located in quarter of S Township, Range, County of Sta made application for three-phase electric service for not less than kV/	le of nas
at the same location, and the providing for such service will necessitate the co	instruction of additional
facilities located outside of the corporate limits or the platted area of a	ny city or village; and
WHEREAS. The estimated additional income from such three-phase service	extension is insufficient
to yield a proper return on the additional investment required to be made, and C	Itter Tall does not believe
that the three-phase extension is justified unless the Customer guarantees m	Inimum payments for at
least four years as hereinafter provided, and the Customer is willing and desir	ous of entering fine dus
Agreement providing for such guarantee of minimum payments; NOW, THEREFORE, THIS AGREEMENT WITNESSETH, That the parties !	ereto, each in consider-
atton of the agreements of the other, do agree as follows:	
1. Ofter Tail will creet and install the facilities necessary to provide the Cu	istomer with the service
applied for including a 4-wire. 3-phase meter to properly meter both the single	e-phase service provided
in the past and the three-phase service.	
2. Billing for electric service will be at the current Farm Service Rate or oth	er applicable rate except
as modified by Section 4 of this Agreement. If, during the terms of such agreer	nent, the Company shall
establish a superseding rate for this service, the Customer shall be billed at the	e superseding rate for the
balance of the term of this contract and shall comply with all terms and cond	itions of the superseding
rate.	
3. The first twelve-month period following initiation of three-phase serv	vice shall be considered
to be a development period. During this development period, the monthly	/ minimum charge shall
be identical with that applying immediately prior to the three-phase	service. This minimum
monthly charge during the development period shall be the standard me	
or the standard monthly minimum of an applicable superseding rate, monthly minimum charge is \$ per month.	. The current standard
monthly minimum charge is 3 per month.	
4. In order to provide minimum requirements for a return on the additional	Investment to be made by
Offer Tall in providing three-phase service, the Customer will make minimi	um payments for electric
service received by the Customer at the location described above of \$	per month as
long as three-phase service is made available for use under this Agreement. She	build the Customer choose
to discontinue three-phase service prior to the ending date of this Agreement years of this Agreement, the Customer agrees to pay the difference between	the minimum charge due
for the one-year development period plus 36 months and the actual minimum	charges paid prior to the
date of discontinuation.	3-1
5. It is agreed between the parties hereto that the electric service is for the	
for ordinary farm uses, including residential use of those performing the farm	
work, nonfarm in character, is performed, billing will be at the applicable Gene (no applicable standard superseding rate).	Har Service Ratte Schedule
(no applicable standard superscond rate).	
6. The Customer grants to Otter Tall, its successors and assigns, the perp	petual right, privilege and
casement for the construction, operation, extension, maintenance and rep	
transmission lines, either overhead for underground, necessary to prov	ide the electric services
described herein. Including the necessary fixtures and all other devices	in connection therewith:

OTP Form 90-68 Rev. 3/92 Page 1 of 2

Effective Date: June 30, 1993 Order Date: June 30, 1993 Docket No.: EL93-014 Date Filed: May 19, 1993

Section No. 6
1st Revised Sheet No. 8
Cancelling Original Sheet No. 8 &
Canc. Orig. Sheet #29, Section #5

RURAL THREE-PHASE ELECTRIC SERVICE AGREEMENT-Continued

together with the right to permit the attachment of other wires to the poles or in a common trench for purposes of telecommunications or cable communication systems. Further right, privilege and easement is granted Ofter Tail to place, position and locate the butts of the main poles, pole structures or underground wires over, across or under the Customer's real property in such manner and location as the parties may mutually agree. Ofter Tail shall have the right of ingress and egress at all reasonable times, for the purpose of the perpetual right, privilege and ease-ment granted hereby and shall have the right to cut down and trim trees as reasonably necessary to keep the wires of these electric lines clear, so as to be maintained in accordance with Ofter Tail's standards of construction and maintenance. The Customer agrees to provide, without cost to Ofter Tail, such other rights of ways or permits (including railroad permits), as may be neces-sary.

- 7. The title and ownership of such lines and extension and related apparatus and equipment shall be and remain the property of Otter Tail, and shall be and remain personal property and not become affixed to the real estate.
- 8. In the event of the failure of the Customer to make any payments required by this contract, it is understood and agreed that Otter Tail is authorized to discontinue service, and to take out and remove, without legal process, any and all such properties erected or installed under the terms of this Agreement, and the Customer hereby authorizes Otter Tail and any of its employees to enter upon the premises for the purpose of removing any of such property, and Otter Tail may retain any and all payments theretofore made.
- 9. This Agreement shall go into effect on the date of initiation of service and shall continue in effect for a one-year development period plus 36 months, and thereafter shall remain in effect from year to year until cancelled by at least 60 days written notice by either party.
- 10. This Agreement shall be subject to all present and future applicable regulatory laws and to regulatory commissions having jurisdiction.
- 11. The rights and obligations of this Agreement shall extend to and be obligatory upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby canceled and terminated as of the effective date specified in this Agreement.

IN WITNESS WHEREOF. The parties have caused this Agreement to be duly ex-ecuted the day and year first-above written.

In Presence of:	OTTER TAIL POWER COMPANY, A Corporation
	Ву
	its
In Presence of:	
	Customer
	Adress

OTP Form 90-68-Rev. 3/92 Page 2 of 2

7 mg + 2 to 2

Date Filed: May 19, 1993 Effective Date: June 30, 1993

Section No. 6 First Revised Sheet No. 9 Cancelling Original Sheet No. 9 Section 6 & Sheet Nos. 34 & 35 Section 5

ELECTRIC SERVICE AGREEMENT (with Rider)

C - A - N - C - E - L - L - E - D

Form No. 91

Date Filed: May 19, 1993

Effective Date: June 30, 1993 Order Date: June 30, 1993

Docket No.: EL93-014

		ELECTRIC SERVICE AGE	REEMENT	West Order No.
				M.R. No.
	C (Overbead) Se	rvice Extension		Rate Na
				Rose to 1
	THIS AGREEMENT, by and be	cturen		berein called the "Customer," and
	TTER TAIL FOWER COMPAN	Y, a Minnesota corporation, her-	ein called "Otter T.	
	In Consideration of the mutua	I promises contained below, the	parties agree as fol	llows:
۱.	All electric power is to be defive volts, slight vari	ations in frequency and voltage to	be allowed,	agreement and shall be approximately phase, delivered at the Customer's
		located	on	
		County of	· · · · · · · · · · · · · · · · · · ·	
2	Otter Tall will make the exten	•		i provide electric service, as requested,
	to the electric service entrance	of the above-described property	except for	service poles to be owned by the nd installation except the initial backfill.
3.	tion, operation, extension, main necessary to provide the electr tion therewith, together with it pisses of referonmunications of to place, position and locate if Customer's real property in so of ingress and egress at all rea- and shall have the right to cut so as to be maintained in acco	ntenance and repair or removal of to service described herein, inclu- the right to permit the attachment or cable communication systems, he butts of the main poles, pole a such manner and location as the p- sonable times, for the purpose of down and trim trees as reasonal redance with Otter Tail's standare	electric transmission ling the necessary fit in of other wires to it Further right, provide tructures or underparties may mutuall the perpetual right, bly necessary to kee its of construction a	ortelige and easement for the construc- induce, either overhead or underground, ixtures and all other devices to connec- ic poles or in a common trench for pur- lege and cosement is granted Otter Tail ground wires over, across or under the by agree. Otter Tail shall have the right privilege and easement granted hereby pithe wires of these electric lines clear, and maintenance. The Customer agrees rallroad permiss, as may be necessary.
4.	established by Citer Tail and !	ifed with the appropriate regulati	ors agency and agre	aerordunce with roles and regitations resite past for electrical marge in amors altisoperseding rate as may be published
5.		lines and extensions and equip- d shall not be owned by nor bee		Offer Tail shall be and remain in Offer eal property of the Customer.
6.	which service will be supplied pay, in advance of service, a co	t and the inability of expected re innection fee of This	venue to support the connection fee shall	stamen's location, the conditions under by Investment, the Cust may agrees to I be in Leont any guaranteed momining of of the rate apolocable to this service).
7.	In the event Coler Tall is required	red to change the service lines for the change shall pay all costs co	tary reason other thinnered with the e	har meriar i materionano e estatudo que s Sange,
s.	that Otter Tail is authorized to		without legal price	agreement, it is understood and agreed rss, any and all of the extensions of lines
9.	and installed by Otter Tall, the	cleatric service and service is pr Customer shall, except for backfit d to, yard maintenance, grass pl	ling, assume, at his t	an underground service lateral, owner own expense, the necessity land restoric develoig.
10.	Where Customer has blocked all costs of obtaining access to together with all costs of site	or restricted access to Company or maintenance, repairs or replac	facilities through pernent of sold facility	plantings, construction, pavement, etc. nes, whether underground or overhead rec removal, earth removal, reconstruc-
11.	whatsoever except its own ve agreement herein contained, a	dintury act or any neglect to ex-	erelse reasonable co rsuspend temporant	o due to acts of God, or any other causs are and diligence in performance of the ly the delivery of electric power hereunde
12.	This agreement shall go into and thereafter shall remain to	effect on the date of initiation of s effect from year to year unless to	service and shall en minuted by either p	ntinue in effect for a period of ten year carry by nortice within at least sixty days
13.	administrators, successors as	nd assigns of the parties hereto.		apon the respective bors, executors
·······	IN WITNESS WHEREOF, the oster their respective signature		his agreement to b	se executed as of the dates appearing
		10		•
		19		Customer
			07750 ****	BOWER COMPANY
				POWER COMPANY
	Fum 51 sa forms for Rev 110	19	11v:	

Date Filed: May 19, 1993 Effective Date: June 30, 1993

Section No. 6 2nd Revised Sheet No. 11 Canceling 1st Revised Sheet No. 11

					MU	NICIPAL	SERVICE	AGREEM	ENT			
1.	Corpo	AGREEMENT, ma	called Otter Ta	il Power, a ce	orporation	, duly orga	nized and e:	xisting unde	er and by v	virtue of tl	ie laws of the State o	division of Otter Tail of Minnesota, and the
2.	Power therefore with a	agrees to supply all ore, and to pay the in effective date of t	Il municipal elerates and charge the term to be	ectric service ges for Street	s to the M Lighting, , ar	unicipality Municipal ad terminat	, and the M Pumping ar ing	unicipality and Fire Sire	agrees to t as, all as land and therea	ake and u ereinafter fter shall l	se the services and a specifically set fortl be renewed for perio	this agreement, Otter Tai Il electric energy requeste a for a term of (1) one yea ds of one year each, unle any renewal thereof.
3.	with a	ind approved by the	Public Utiliti	es Commissio	on for Stre	et lighting	Municipal I	Pumping an	d Fire Sire	ens and w	hich are in effect at t	nedule as specifically file he execution of this e terms of this agreement
4.		Tail Power is subje ations, may submit					Utilities Co	mmission a	nd when i	equired b	y the Commission's	Order or Rules and
						STREE	T LIGHTI	NG				
5.		Tail Power agrees t es as provided in th		rate a street l	ighting sy	stem in the	municipali	ty, consistir	ng of supp	ly circuits	, control circuits, con	ntrols, and brackets and
6.	to Ott the ne Otter Comm	er Tail Power's supecessary electric end Tail Power's "Outo nission during the t	oply source. O ergy to light su loor Lighting E erms of this ag	tter Tail shall ch system. T Energy Only I greement.	supply ar The rates, t Rate" and/	ny necessar terms and c for such sup	y meters an onditions of perseding ar	d make the if a white wa nendments	final conn ly system or change	ection to i and/or ma s as are ap	ts supply system. O in street lighting sys proved by the South	ystem, ready for connecti tter Tail Power shall supr tem, shall be determined Dakota Utilities
7.	The re	esidential, white wa	ny, and main st	reet lighting	installatio	n covered b	y this agree	ement shall	consist of	the follow	ving:	
	Т			(Ownership)	Po	ole	Ser	vice		
	lo. of Jnits	Туре	Lumens	Fixture	Pole	Wire	Wood	Metal	O/H	U/G	Lamp Renewal By	Monthly Chg. Per Unit
-												

ł							
				-			
	l						

3. The total number of fixtures shall not be reduced to less than sixty percent of the total as shown in Paragraph 7 above, except by mutual consent of the parties.

OTP form 108-SD REV. 10/2002 Page 1 of 3 pages

Date Filed: November 12, 2002 Effective Date: December 19, 2002

Order Date: December 19, 2002

Docket No.: EL02-024

Otter Tail Power Company Fergus Falls, Minnesota

Municipal Service Agreement - Continued

Section No. 6 2nd Revised Sheet No. 12 Canceling 1st Revised Sheet No. 12

9. Fixtures installed after the date of this agreement shall be billed at the schedule of rates in effect at the time of installation and/or such superseding amendments or changes as are approved by the South Dakota Utilities Commission during the terms of this agreement.

MUNICIPAL PUMPING

- 10. Otter Tail Power agrees to furnish electric power and energy to operate the pumps for the Municipality's present water supply system and present sewage system, and such additions to these systems as may be mutually agreed upon, in accordance with the terms and conditions as set forth in this agreement.
- 11. Electric energy used for lighting, heating, power tools, and other uses necessary for the normal operation of these systems, on approval of Otter Tail Power, may be included. Otter Tail Power shall supply any necessary meters. The Municipality agrees to provide a suitable location for meters to be installed on its premises.
- 12. The Municipality will pay for all electric energy used for municipal pumping and incidental uses as described in Paragraphs 10 and 11 above, in accordance with the provisions and changes contained in the applicable rate schedule in effect at the execution of this agreement and/or such superseding amendments or changes as are approved by the South Dakota Public Utilities Commission during the terms of this agreement.

FIRE SIRENS

13. The Municipality operates fire/warning sirens as listed below:

Location	Meter Yes	Horsepower	Account Number	Billing Amount

GENERAL PROVISIONS

- 14. Otter Tail Power shall use due diligence and care in maintaining service, but shall not be liable for loss or damage arising from failure, either partial or total, of the service from any cause, but this shall not be construed to exempt Otter Tail Power from liability for negligence.
- 15. In case a meter fails to properly record the energy used, an equitable estimate will be made for the energy used during the period in question and shall be based on the best information available.
- 16. All previous agreements, if any, between the parties hereto, covering the subject matter hereof, are hereby cancelled and terminated as of the effective date specified in Paragraph 2 of this agreement, except as specifically provided in this agreement.

OTP form 108-SD REV. 10/2002 Page 2 of 3 pages

Date Filed: November 12, 2002 Effective Date: December 19, 2002

Order Date: December 19, 2002 Docket No.: EL02-024

Otter Tail Power Company Fergus Falls, Minnesota

Section No. 6 Original Sheet No. 12.1

Municipal Service Agreement - Continued

	OTTER TAIL POWER COMPANY, a division of Otter Tail Corporation
the presence of:	
	Ву
	Title
	MUNICIPALIT
the presence of:	CITY OF
	ByMayor
Iunicipal Seal)	
umerpar deary	
+	

(For Company use only)	Date	Ву
Entered to Billing Record		

OTP form 108-SD REV. 10/2002 Page 3 of 3 pages

Date Filed: November 12, 2002

Effective Date: December 19, 2002

Order Date: December 19, 2002

ELECTRIC SERVICE AGREEVENT (ENDUSTRIAL)

THIS AGREEMENT made	by and between	n OTTER TAIL	POWER C	OMPANY, a	Minnesot
corporation, Fergus Falls	, Minnescia (hereinafter	called	"Otter I	a11") an:
				(hereimai	ter calle:
"Purchaser"), WITNESSETH:					

In consideration of the nutual promises contained below, the parties agree as follows:

- Otter Tail agrees and promises to sell, furnish and deliver to Purchaser, and Purchaser promises and agrees to purchase and receive from Otter Tail electric power and energy in accordance with the rules and rates duly and regularly established from time to time by or under authority of law and on file with the appropriate regulatory agency of the State of South Dakota, which rules relate to the furnishing of electric service by Otter Tail, and in accordance with such change or modification as the appropriate regulatory authority may from time to time direct in the exercise of its authority.
- 2. Purchaser requests firm electric power and energy of approximately ____ kw capacity for its yeast plant located in ___
- 3. All electric power and energy to be delivered and received pursuant to the provisions of this agreement shall be what is commonly designated as three-phase, approximately _____ volts, and shall be metered at voltage of approximately _____ volts. Otter Tail shall furnish and install all necessary maters to measure the electricity furnished by Otter Tail to the Purchaser.
- 4. Purchaser agrees to pay Otter Tail for electric power and energy delivered hereunder in accordance with the Rate Schedule attached to and imporporated within the terms of this agreement as Exhibit A.
- 5. This agreement shall be in force for ____ ___ years from and after the effective date of the contract and thereafter shall remain in effect from year to year until cancelled by twelve (12) months written notice by either of the parties hereto. The effective date of this contract shall ____, 19___
- 6. Purchaser shall, at his own risk and expense, furnish, install and keep in good and safe condition all electric lines, machinery and apparatus which may be required for receiving electric power and energy from Otter Tail at the point of delivery and for distributing and utilizing such power and energy and will indemnify Otter Tail against any and all loss, damage and liability, including liability to third persons, occasioned or caused by any defect in the condition or construction of such lines, machinery, or apparatus, or any part thereof, or by reason of any negligence on the part of Purchaser in installing, maintaining, using or operating such lines, machinery or apparatus. The point of delivery shall be the point of interconnection of Otter Tail facilities and Purchaser facilities.

Date Filed: May 19, 1993 Effective Date: June 30, 1993

Order Date: June 30, 1993

ELECTRIC SERVICE AGREEMENT (INDUSTRIAL)-Continued

- 7. No liability shall attach to Otter Tail for any failure to deliver electric power and energy hereunder due to acts of God, or any other cause whatsoever except its own voluntary act or any neglect to exercise reasonable care and diligence in the performance of the agreement herein contained, and Otter Tail shall have the right to suspend temporarily the delivery of electric power and energy hereunder for the purpose of making repairs or improvements of its generating, transmission or distribution system.
- 8. Strikes, whether of its own employees or of other, which substantially affect its ability to perform this contract, differences with employees, accidents to machinery, lines or apparatus, fire, flood, drought, car famine, war or any other unusual conditions or other contingencies beyond their control shall, during the existence of and said causes, exclude Otter Tail from the performance of this contract.
- Purchaser agrees not to resell any electric power and energy furnished under this agreement and this agreement shall not be assigned without the prior written consent of Otter Tail.
- 10. All previous communication between the parties hereto, either werbal or written, with reference to the subject matter of this agreement are hereby abrogated, and this agreement, as duly accepted and approved, constitutes the agreement between the parties hereto and no modification of this agreement shall be binding upon the parties or either of them unless such modifications shall be in writing, duly accepted by Purchaser and executed by an officer of Otter Tail.
- 11. The Purchaser shall grant to Otter Tail, during the period of the agreement, an essement of right of way for the construction, extension, naintenance and repair or recoval of electric lines, either overhead or underground, which is or may become necessary to provide the electric service described herein, including the necessary fixtures and apparatus in connection therewith. Further right of way, when necessary, shall be granted Otter Tail to place, position and locate the butts of its main poles, pole structures or underground wires over, across or under the Purchaser's real property in such manner and location as the parties may mutually agree. Otter Tail shall be given the right of way ingress and egress at all reasonable time, for the purpose of the right of way granted and shall have the right to cut down and trim trees as reasonably necessary to keep the wires of its electric lines clear, so as to be maintained in accordance with Otter Tail's standards of construction and maintenance. In addition, the Purchaser also agrees to provide without cost to Otter Tail, the general rights of way or permits (including rail-road permits) as may be necessary.
- 12. The title and exmership of electric lines, related equipment and metering equipment cymed and installed by Otter Tail shall be and remain the personal property of Otter Tail and shall not become a part of the real estate of the Purchaser.
- 13. Otter Tail shall have the right exercisable within a reasonable time after the expiration or termination hereof to remove electric lines, related equipment, metering equipment and other appliances and fixtures from the yeast plant described in this agreement.

Date Filed: May 19, 1993 Effective Date: June 30, 1993

ELECTRIC SERVICE AGREEMENT (INDUSTRIAL)-Continued

IN —	WITNESS day	of	the parties have	caused —•	this Agreement to be executed	this
					OTTER TAIL POWER COMPANY	
					Ē7	-
					bnA	-
					MENN-DAK YEAST COMPANY, INC.	
					Ξ7	-
					And	_

Effective Date: June 30, 1993 Order Date: June 30, 1993 Docket No.: EL93-014 Date Filed: May 19, 1993

ELECTRIC SERVICE AGREEMENT (INDUSTRIAL)-Continued

measured demand in KW.

Exhibit "A"
Rate Schedule

Facility Charge:	per month
Demand Charge:	per KW per month of billing demand
Energy Charge:	cents/kwh
Monthly Minimum Charge:	
as neasured by a suitable demag	The billing demend shall be the maximum KW and meter for any period of consecutive the bill is rendered adjusted for excess
Adjustment for Excess Pagetive Der by one KW for each whole 10 KV	mand: The billing demand shall be increased AR of reactive demand in excess of 50% of the

Partent: Eills for electric service shall be payable within ten (IC) days of the date of the bill. In the event that payment is not made at the time specified, Otter Tail reserves the right to discontinue service for nonpayment of the bills.

Date Filed: May 19, 1993 Effective Date: June 30, 1993

Order Date: June 30, 1993

TERIGATION ELECTRIC SERVICE ADRIEDENT

111	HS AGREEMENT, by and between the OTTER TAIL POWER COMPANY, a Minnesota
corporation.	whose post office address is Fergus Falls, Minnesota, hereinafter referred
to as the "C	ompany" and
of	, hereinafter referred to as the "Custemer,"
WITNESSUTH:	
ы	WREAS, the Customer has made application for electric service for not
less than _	kVA capacity to serve a HP motor for irrigation pumping in
the	· · · · · · · · · · · · · · · · · · ·
	1 IS AGREED IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED:
1.	. The Company will erect, install, own and maintain an extension of lines,
including po	ples, wires, crossarms, insulators, transformers, and other equipment
necessary to	provide the service requested.
2.	. The title and ownership of such electric lines and equipment shall be
and remain	the personal property of the Company, and shall not become a part of the
real estate	of the Customer.
3	. A. The Company will provide and the customer agrees to take and pay
for electri	cal energy at the Irrigation Pumping Rate No. M-03, Revision,
	, 19, or standard superseding rate .
	3. The Customer further agrees to comply with the rules and regulations
of the Comp	any, as specified on the applicable rate.
4	. The cost to the Company of providing this service extension is
	, and the Customer agrees to pay
annually, a	s long as this contract is in effect, to the Company, the fixed charge
amount of _	which amount is 18% of
the Company	's Investment as is specified in Rate No. H-03 The parties further
agree that	said amount shall be paid in five equal monthly payments of
	, May through September of each year, or the Custemer may propay
any annual	payment, in one lump sum, in May of that year.
5	. This agreement shall become effective on the date that it is signed and
shall remai	in in effect until the end of the irrigation season (November 1) next
following f	ive years after that date, and thereafter shall remain in effect from year
to year unt	til cancelled by written notice by either of the parties hereto at least
thirty (30)	days prior to Sovember 1.
0-2 (non 50 9 0-2 (non 50 9) n=1, [] 19 - WH, ND, SD

Date Filed: May 19, 1993

Effective Date: June 30, 1993 Order Date: June 30, 1993 Docket No.: EL93-014

IRRIGATION ELECTRIC SERVICE AGREEMENT-Continued

- 6. In the event of the failure of the Customer to make any payment required by this agreement. It is understood and agreed that Otter Tail is authorized do discontinue service and remove, without legal process, any and all of the extensions of lines and other property installed by Otter Tail under the terms of this agreement.
- A. The Customer grants to Otter Tail the perpetual right of way for the construction, operation, maintenance and repair or removal, of electric lines, either overhead or underground, including the necessary fixtures and apparatus in connection therewith, together with the right to permit the attachment of other wires to the poles or in a common trench for purposes of telecommunication or cable communication systems. The butts of the main poles, pole structures or underground wires to be located over, across or under the above described real property so as to cause the least possible interference with irrigation or other use of the land. Otter Tail shall have the right of ingress or egress at all reasonable times, for the purpose of the right of way granted hereby, and shall have the right to cut down and trim trees as reasonably necessary to keep the wires of the electric lines clear, so as to be maintained in accordance with the usual standards of construction and maintenance.
- 8. The rights and obligations of this agreement shall extend to, and be binding upon, the respective heirs, executors, administrators, and assigns of the parties hereto.

in Kindaba daket,	the parties herein have chused this ag	reement to be
executed on this	day of, 19	·
In the Presence of:		
	Ву	
	Еу	
	OTTER TAIL POWER CON	ጥለ: ጉ
	Ву	

1,101 mm No. 31 Hr. 11 14 WN. NO. 50

Date Filed: May 19, 1993 Effective Date: June 30, 1993

Order Date: June 30, 1993

NOTICE OF PROPOSED DISCONNECTION

PO BOX 70 WAIPETON ND 58074-0070

Account Number: 006424

Total Amount Due:

\$90.68

Service Location: NEW EFFINGTON SD 57255

Disconnect Amount:

\$41.44

Disconnect Date: May 11, 1992

06-12-035 006424

FINAL NOTICE

YOUR ELECTRIC SERVICE AT: NEW EFFINGTON SD 57255

WILL BE SUBJECT TO DISCONNECTION AFTER 10 AM May 11, 1992 BECAUSE YOUR ACCOUNT IS PAST DUE IN THE AMOUNT OF \$41.44

IF FULL PAYMENT OF \$41.44 IS NOT RECEIVED AT OTTER TAIL'S WAHPETON DIVISION OFFICE ON OR BEFORE 10 AM MAY 11 YOUR ELECTRIC SERVICE WILL BE SUBJECT TO DISCONNECTION.

If you have any questions about the disconnect amount or need to make arrangements for payment, call Otter Tail at 701-642-6684, or our toll free number 1-800-362-0407 in Wahpeton, North Dakota between 8 a.m. and 5 p.m. Monday-Friday.

Anyone with an unresolved dispute may request appeal and mediation from the South Dakota PGC, Capitol Bldg, Pierre, SD 57501 or call 605-773-3201 or 1-800-332-1782.

Account Number: 006424

Total Amount Duc:

\$90.68

If your electric service is disconnected, the disconnect amount, current amount, usage up to the date of disconnection, and a deposit may become due.

If your electric service is disconnected, a reconnection charge will be required.

Dates and amounts due from prior notices remain in effect.

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Effective Date: June 30, 1993 Order Date: June 30, 1993 Docket No.: EL93-014